

SECOND AMENDMENT TO COMMERCIAL LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE (this "**Second Amendment**") is made and entered into this 1st day of September, 2005 (the "**Second Amendment Date**"), by and between AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C., a Delaware limited liability company ("**Landlord**"), and MDV, INC., an Indiana corporation d/b/a Zacatecas Mexican Grocery ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated April 1, 2003, as amended by that certain First Amendment to Commercial Lease dated June 1, 2004 (as amended, the "**Lease**"), relating to the leasing of certain premises known as Suite 3819 (the "**Premises**") of the building located at 3819 Michigan Street, Indianapolis, IN 46222; and

WHEREAS, Landlord and Tenant desire (i) to extend the Term of Lease as to the Premises, (ii) to establish the Minimum Rent for the Extension Term (as defined below), and (iii) to amend other terms of the Lease, all subject and pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT:

1. **Extension Term.** The term of the Lease is hereby extended for an additional term (the "**Extension Term**") of twelve (12) months, commencing on August 1, 2005 (the "**Extension Date**"), and terminating on July 31, 2006 (the "**Termination Date**"), unless sooner terminated pursuant to the Lease.

2. **Rent and Other Terms.**

2.1 **Minimum Rent.** Tenant shall pay monthly base rent for the Premises ("**Minimum Rent**"), accruing on and after the Extension Date and monthly thereafter, as rent for the Extension Term, as follows:

Period of the Extension Term

Monthly Installment of Base Rent

October 1, 2005 – September 30, 2006

\$675.00

2.2 **Tenant's Covenant to Pay Rent.** Tenant agrees to pay to Landlord at Landlord's Address, or to such other persons, or at such other places designated by Landlord, without any prior demand therefor in immediately available funds and without any deduction or offset whatsoever, Minimum Rent. Additional Rent and all other amounts due under the Lease (collectively, "**Rent**"), during the Extension Term. Minimum Rent shall be paid monthly in advance on the first day of each month of the Extension Term. Minimum Rent shall be prorated for partial months within the Extension Term. Unpaid Rent shall bear interest at the default rate (set forth in Section 31.9 of the Lease) from the date due until paid. Tenant's covenant to pay Rent shall be independent of every other covenant in the Lease.

3. **No Options.** Tenant acknowledges and agrees that any and all options Tenant may have had to terminate the Lease, if any, have expired and are of no further force or effect. Tenant further acknowledges and agrees that it has no options to extend or renew the Lease.

4. **The Term.** From and after the Extension Date, the Lease is amended such that all references in the Lease to the Term shall be deemed to include the Extension Term.

5. **Brokerage.** Tenant represents and warrants to Landlord that it has not dealt with any real estate broker or agent in connection with the negotiation of this Second Amendment. Tenant hereby agrees to indemnify and hold Landlord harmless of and from any and all damages, losses, costs or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any other broker or other person claiming through Tenant and arising out of or in connection with the negotiation, execution and delivery of this Second Amendment.

6. **General Provisions.**

6.1 **Condition of the Premises.** Tenant acknowledges and agrees that Landlord has delivered the Premises to Tenant in its "AS-IS" condition, without any express or implied representations or warranties of any kind. Landlord shall have no obligation for the completion of the Premises.

6.2 **Full force and effect.** Except as amended by this Second Amendment, the Lease as modified herein remains in full force and effect and is hereby ratified by Landlord and Tenant. In the event of any conflict between the Lease and this Second Amendment, the terms and conditions of this Second Amendment shall control.

6.3 **Capitalized terms.** Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

6.4 **Successors and assigns.** This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

6.5 **Entire agreement.** The Lease, as amended by this Second Amendment, contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Landlord and Tenant.

6.6 **Power and authority.** Except as provided herein, Tenant has not assigned or transferred any interest in the Lease and has full power and authority to execute this Second Amendment.

6.7 **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.8 **Facsimile signatures.** This Second Amendment may be executed by facsimile signatures which shall be binding as originals on the parties hereto.

6.9 **Attorneys' fees.** In the event of litigation arising out of or in connection with this Second Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

6.10 **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed as of the Second Amendment Date.

LANDLORD:

AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C.,
a Delaware limited liability company

By: AIMCO Properties, L.P.
a Delaware limited partnership,
its sole member

By: AIMCO-GP, Inc.,
a Delaware corporation,
its general partner

By: Ken D. Mann
Name: Ken D. Mann
Title: Division Vice President

TENANT:

MDV, INC.,
an Indiana corporation
d/b/a Zacatecas Mexican Grocery

By: [Signature]
Name: Edelmira Valencia
Title: President

[ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR FOLLOWS]

SIGNATURE PAGE

2nd AMENDMENT TO COMMERCIAL LEASE
MICHIGAN PLAZA (040892 – INDIANAPOLIS, IN)
(MDV, INC. D/B/A ZACATECAS MEXICAN GROCERY)

ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR

In order to induce Landlord to enter into this Second Amendment, and without limiting the generality of any provision of the Guaranty of Lease dated March 31, 2003 (the "**Guaranty**"), executed with the Lease by EDELMIRA VALENCIA, an individual (the "**Guarantor**"), the Guarantor hereby confirms and agrees that the Guaranty extends to and includes the guaranty, unconditionally and without limitation, of performance by Tenant of its obligations under the Lease, as amended by this Second Amendment, with the same force and effect as if the amended obligations had been set forth originally in the Lease.

THE GUARANTOR:



EDEMIRA VALENCIA

GUARANTOR'S SIGNATURE PAGE

2nd AMENDMENT TO COMMERCIAL LEASE
MICHIGAN PLAZA (040892 – INDIANAPOLIS, IN)
(MDV, INC. D/B/A ZACATECAS MEXICAN GROCERY)

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